

JS 44 (Rev 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff Clark County, NV  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Chad A. Bowers, Esq., Chad A. Bowers, LTD., 3202 W. Charleston Blvd., Las Vegas, NV 89102

## DEFENDANTS

County of Residence of First Listed Defendant Dane County, WI  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED

Attorneys (If Known)

Nelson L. Cohen, Esq., Paul A. Acker, Esq., Bremer, Whyte, Brown & O'Meara, LLP.

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 630 Liquor Laws	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 660 Occupational Safety Health	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> 690 Other	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 490 Cable Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury		<b>LABOR</b>	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract			<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities Commodities Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor Mgmt Relations	<input type="checkbox"/> 863 DIWC DIWW (405(g))	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor Mgmt Reporting & Disclosure Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 890 Other Statutory Actions
			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>	<input type="checkbox"/> 790 Other Labor Litigation	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 2101 and Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<b>Habeas Corpus:</b>	<b>IMMIGRATION</b>	<input type="checkbox"/> 871 IRS Third Party 26 USC 7609	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w. Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w. Disabilities - Other	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

## V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding  
☒ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. Section 1441(a); 28 U.S.C. Sec. 1332(a)(1)

Brief description of cause:

Breach of Contract, Breach of Duty of Good Faith and Fair Dealing

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
DEMAND \$ 75,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

1 NOTC  
 NELSON L. COHEN, ESQ.  
 2 Nevada State Bar No. 7657  
 PAUL A. ACKER, ESQ.  
 3 Nevada State Bar No. 3670  
 BREMER WHYTE BROWN & O'MEARA LLP  
 4 7670 WEST LAKE MEAD BOULEVARD  
 SUITE 225  
 5 LAS VEGAS, NV 89128  
 TELEPHONE: (702) 258-6665  
 6 FACSIMILE: (702) 258-6662  
 ncohen@bremerandwhyte.com  
 7 packer@bremerandwhyte.com

8 Attorneys for Defendant,  
 AMERICAN FAMILY INSURANCE GROUP

9  
 10 **DISTRICT COURT**  
 11 **CLARK COUNTY, NEVADA**

12 GIOVANNI MAMONE,,	) Case No. 09A604054
	) Dept No.: III
13 Plaintiff,	)
	) <b>AMERICAN FAMILY'S NOTICE OF</b>
14 vs.	) <b>REMOVAL TO FEDERAL DISTRICT</b>
	) <b>COURT</b>
15 AMERICAN FAMILY MUTUAL	)
INSURANCE, a foreign Corporation, and DOES	)
16 I-X II-X, inclusive,,	)
	)
17 Defendants.	)

18 **COMES NOW**, AMERICAN FAMILY MUTUAL INSURANCE COMPANY, a  
 19 Wisconsin Corporation, by and through its counsel of record, BREMER, WHYTE, BROWN &  
 20 O'MEARA, LLP., and submits this Notice of Removal to the United States District Court for the  
 21 District of Nevada.

22 PLEASE TAKE NOTICE that AMERICAN FAMILY MUTUAL INSURANCE  
 23 COMPANY, a Wisconsin Corporation, hereby removes the state action entitled "Giovanni  
 24 Mamone v. American Family Insurance Group, and/or DOES I-X" filed in the Eighth Judicial  
 25 District Court for the State of Nevada in and for the County of Clark to this Court. The grounds for  
 26 removal are as follows:

27 1. Removal is appropriate pursuant to 28 U.S.C. 1441(a) because this Court has  
 28 original jurisdiction over the case founded upon diversity of citizenship pursuant to 28 U.S.C.

1 1332(a)(1). Pursuant to the claims set forth in Plaintiff's Complaint, the matters in controversy will  
2 allegedly exceed \$75,000 based on Plaintiff's alleged damages, exclusive of interest and costs, and  
3 Complete diversity exists between Plaintiff GIOVANNI MAMONE and Defendant AMERICAN  
4 FAMILY MUTUAL INSURANCE COMPANY as follows:

- 5 a. Upon information and belief, Plaintiff is a citizen of the State of Nevada.  
6 b. Defendant AMERICAN FAMILY MUTUAL INSURANCE COMPANY is  
7 a citizen of the State of Wisconsin as it is incorporated in Wisconsin and has  
8 its principal place of business in Wisconsin.

9 2. Pursuant to 28 U.S.C. 1446(a), AMERICAN FAMILY MUTUAL INSURANCE  
10 COMPANY, provides this Court with copies of the following documents:

- 11 a. Civil Complaint, attached hereto collectively as Exhibit "1";  
12 b. Affidavit of Service on AMERICAN FAMILY, attached hereto collectively  
13 as Exhibit "2";  
14 c. AMERICAN FAMILY'S Notice of Removal of Action attached hereto as  
15 Exhibit "3".

16 3. A copy of this Notice is being filed concurrently with the clerk of the Clark County  
17 District Court and served on Plaintiff's counsel.

18 Dated: February 26, 2010.

BREMER WHYTE BROWN & O'MEARA LLP

19  
20 By: /s/Paul A. Acker  
21 Nelson L. Cohen, Esq.  
22 Nevada Bar No. 7657  
23 Paul A. Acker, Esq.  
24 Nevada Bar No. 3670  
25 Attorneys for Defendant  
26 AMERICAN FAMILY INSURANCE  
27  
28

# **EXHIBIT 1**

# **EXHIBIT 1**



ORIGINAL

1 COMP  
 2 CHAD A. BOWERS, ESQ.  
 3 Nevada Bar #: 007283  
 4 CHAD A. BOWERS, LTD.  
 5 3202 West Charleston Blvd.  
 6 Las Vegas, Nevada 89102  
 7 (702) 457-1001  
 8 (702) 457-8006  
 9 Attorney for Plaintiff

FILED

NOV 20 2009

  
 CLERK OF COURT

## DISTRICT COURT

## CLARK COUNTY, NEVADA

8 GIOVANNI MAMONE, )  
 9 )  
 10 Plaintiff, )  
 11 vs. )  
 12 )  
 13 AMERICAN FAMILY MUTUAL INSURANCE )  
 14 foreign Corporation, and DOES I-X )  
 15 and ROE CORPORATIONS )  
 16 II-X, inclusive, )  
 17 )  
 18 Defendants. )

Case No. :  
 Dept No. :

A-09-604054-C  
 III

## COMPLAINT

A-09-604054-C  
 536888

COMPLAINT

16 Plaintiff, GIOVANNI MAMONE , by and through his attorney  
 17 of record, CHAD A. BOWERS, Esq., for his cause of action against  
 18 the Defendants, and each of them, alleges as follows:

FIRST CAUSE OF ACTION  
(BREACH OF CONTRACT)

I.

21 That at all times herein mentioned, Plaintiff, GIOVANNI  
 22 MAMONE , was and is a resident of the City of Las Vegas, County of  
 23 Clark, State of Nevada.

II.

24 That at all times mentioned herein, Defendant, AMERICAN  
 25 FAMILY MUTUAL INSURANCE, (hereinafter "AMERICAN FAMILY") was and  
 26 is Wisconsin corporation, active, in good standing, and  
 27  
 28

CLERK OF THE COURT

RECEIVED  
 NOV 20 2009

1 authorized to do the business of property and casualty insurance  
2 in the state of Nevada since June 14, 1999.

3 III.

4 Plaintiff is unaware of the true names and legal capacities,  
5 whether individual, corporate, associate, or otherwise, of the  
6 Defendants sued herein as DOES I-X, and ROE CORPORATIONS, I-X,  
7 inclusive, and therefore sue said Defendants by such fictitious  
8 names. Plaintiff, an individual, prays leave to insert said  
9 Defendants' true names and legal capacities when ascertained.  
10 Plaintiff, an individual, is informed and believes, and thereon  
11 alleges, that each of the Defendants designated herein as a DOE  
12 and ROE are in some way legally responsible and liable for the  
13 events referred to herein, and proximately caused the damages  
14 alleged herein.

15

16 IV.

17 That at all times mentioned herein, Defendants, and each of  
18 them, were agents and employees of each of the remaining Defendant  
19 and were, at all times, acting within the purpose and scope of  
20 that agency and employment.

21 V.

22 That on or about May 6, 2006, the Plaintiff was involved in  
23 an automobile accident, which loss occurred at or near Charleston  
24 and Town Center, Las Vegas, County of Clark, State of Nevada.

25 VI.

26 That on that date, the Plaintiff was a passenger in a  
27 vehicle driven by **MIRIAM AIELLO**, who was in a collision with a  
28 vehicle driven by **MARK SANMAN**. The collision caused the injuries

1 and damages suffered by the Plaintiff. These injuries included  
2 but were not limited to his head, neck, back, bodily limbs,  
3 organs and systems all or some of which conditions may be  
4 permanent and disabling in nature.

5 VII.

6 That at the time of this loss, the owner and driver of the  
7 vehicle responsible for the collision, **MARK SANMAN**, was not  
8 adequately insured to cover Plaintiff's entire loss. **MARK SANMAN**  
9 tendered his full policy limits to Plaintiff in the amount of  
10 \$15,000.00 for his injuries.

11 VIII.

12 Plaintiff is informed and believes that the adverse party  
13 was, in fact, underinsured thus activating the underinsured  
14 motorist benefits due and owing to the Plaintiff as well as any  
15 and all other benefits contracted for and paid for separately.

16 IX.

17 That Plaintiff made claim through his "underinsurance  
18 carrier", Defendant **AMERICAN FAMILY**, as he was, at the time of  
19 this loss, covered under a policy of insurance at policy number  
20 1784-9926-01-09-FPPA-NV on one (1) automobile , providing  
21 uninsured / underinsured motorist benefits of \$50,000.00.

22 X.

23 The coverages provided were to compensate and make Plaintiff  
24 whole for his loss suffered.

25 XI.

26 That the Plaintiff is an "insured" and is entitled to  
27 benefits from the uninsured/underinsurance available on the  
28 policies of insurance issued to **MIRIAM AIELLO**.

## XII.

That the Plaintiff did, during the course of his care , make demand for resolution of the underinsurance portion of this claim to his carrier, the Defendant **AMERICAN FAMILY** and forwarded any and all required applications, authorizations and materials necessary to perfect this claim with the Defendant **AMERICAN FAMILY**.

## XIII.

That when the Plaintiff made demand for resolution of this claim through the Defendant, the Defendant denied benefits demanded including:

(a) Denial of full of benefits of her uninsured motorist benefits.

## XIV.

That Defendant has acknowledged that coverage for underinsurance which is available and was in effect at the time of the loss is refusing tender of full benefits, and requiring deduction or offset for all sums paid pursuant to any other benefits available and paid to the Plaintiff.

## XV.

The Plaintiff alleges that the Defendant is not entitled to any deduction or offset for benefits against underinsurance for any reason and that they are responsible for full benefits contracted for by Plaintiff and contemplated by law and statute including the requirements of "stacking" as hereinabove mentioned.

///



## XVI.

That Plaintiff has made a demand for payment of benefits for which he paid a separate premium for separate and distinct statutory coverage available and contracted for without reduction for benefits that may or may not have been available to Plaintiff at the time of this loss.

## XVII.

That following Plaintiff's injuries and notification of the accident to the Defendant, the company's duties have been activated. Specifically their duty to fully compensate the Plaintiff on the contracts available in effect at the time of the loss to perfect and provide benefits paid for by the Plaintiff through the coverage available.

## XVIII.

That the Defendant in contravention of that intended purpose, has failed and refused and continues to fail and refuse to provide full benefits available to the Plaintiff while Plaintiff still remains obligated to pay full premiums for such coverages stated to the Defendant, **AMERICAN FAMILY**.

## XI.

That Defendant's actions constitute a breach of the insurance contract upon which Plaintiff has relied.

## XIII.

Plaintiff alleges that the Defendant acted intentionally and willfully to deprive the Plaintiff of that to which the Plaintiff is entitled and did so with disregard to the rights of the Plaintiff in violation of statute and case precedent entitling the Plaintiff to exemplary damages.

## XIX.

That as a result of Defendant's breach of contract, Plaintiff has been damaged and continues to be damaged in a sum in excess of \$10,000.00.

SECOND CAUSE OF ACTION  
(BAD FAITH)

## I.

Plaintiff, **GIOVANNI MAMONE**, incorporates Paragraphs I through XIX of the First Cause of Action herein as though said paragraphs were fully set forth at this point herein.

## II.

An implied covenant and a condition of the contract was that upon the insured's involvement in a motor vehicle collision and subsequent authentication and notification to the Defendant, Plaintiff would be compensated to the full extent of all contract coverages pursuant to the policy of insurance as called for in the terms and conditions of the contract and pursuant to State Statute, Regulation, and case precedent.

## III.

That the Defendant, **AMERICAN FAMILY**, acted and negotiated with the Plaintiff in bad faith by its refusal to fully compensate the Plaintiff and provide all benefits available without deduction as they were each paid for separately, separate premiums having been tendered for separate benefits, underinsured motorist coverage included.

///

## 1 IV.

2 That these actions constitute a breach of the Covenant of  
3 Good Faith and Fair Dealing on a first party basis by the  
4 Defendant, **AMERICAN FAMILY**. They are demonstrated by its refusal  
5 to compensate the Plaintiff fully despite the knowledge, facts  
6 and circumstances, to the detriment of the policyholder and by  
7 taking a position adverse to their own policyholder as an  
8 individual covered or person covered under the policy.

## 9 V.

10 That the Plaintiff is entitled to settlement and coverage  
11 from all policies of insurance available and all aspects of  
12 coverage available on all vehicles insured and all aspects of  
13 coverage without limitation, including stacking of benefits, and  
14 uninsured and underinsurance benefits without deduction available  
15 in each contract of insurance at the time of the loss without  
16 deduction or offset of benefits.

## 17 VI.

18 By refusing to tender these coverages, the Defendant caused  
19 the Plaintiff to suffer damages under the terms of the policy  
20 including but not limited to interest on those damages, anxiety,  
21 worry, mental, emotional distress and other incidental damages in  
22 the sum in excess of \$10,000.00.

## 23 VII.

24 That as a result of the action and activities of the  
25 Defendant, **AMERICAN FAMILY**, Plaintiff is entitled to punitive  
26 damages in the sum appropriate to set an example of the  
27 Defendant, **AMERICAN FAMILY**, but in any case, in a sum in excess  
28 of \$10,000.00 as the actions and activities of the Defendant

1 constitute oppression, malice and a deliberate intent to preclude  
2 that to which the Plaintiff is entitled and contracted for by way  
3 of benefits.

4  
5 WHEREFORE, Plaintiff, expressly reserving his right to  
6 amend his Complaint prior to or at the time of trial of this  
7 action to insert those items of damage not yet fully  
8 ascertainable, prays judgment as follows:

9 FIRST CAUSE OF ACTION

- 10 1. For general damages sustained by Plaintiff, GIOVANNI  
11 MAMONE , in an amount in excess of \$10,000.00;  
12 2. For punitive damages in an amount in excess of  
13 \$10,000.00;  
14 3. For cost of suit and attorney's fees incurred herein;  
15 4. For such other and further relief as the Court may deem  
16 just and proper in the premises.

17  
18 ///

19  
20 ///

21  
22 ///

23  
24 ///

25  
26 ///

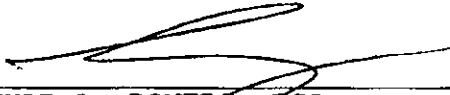
27  
28 ///

**SECOND CAUSE OF ACTION**

1. For general damages sustained by Plaintiff, **GIOVANNI MAMONE**, in an amount in excess of \$10,000.00;
2. For punitive damages in an amount in excess of \$10,000.00;
3. For costs of suit and attorney's fees incurred herein;
4. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 20<sup>th</sup> day of November 2009.

CHAD A. BOWERS, LTD.

  
CHAD A. BOWERS, ESQ.  
Nevada Bar No. : 7283  
3202 W. Charleston Blvd.  
Las Vegas, Nevada 89102  
Attorney for Plaintiff

## **EXHIBIT 2**

## **EXHIBIT 2**

**CERTIFICATE OF FACSIMILE & MAILING**

The undersigned hereby certifies that on the 26th day of February, 2010, I served a copy of the foregoing **DEFENDANT AMERICAN FAMILY MUTUAL INSURANCE COMPANY'S NOTICE OF REMOVAL OF ACTION TO THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA** by transmitting via facsimile to the below facsimile number and by causing a copy of the same to be duly deposited in the United States mail, postage prepaid, addressed to:

Chad A. Bowers, Esq.  
CHAD A. BOWERS, LTD.  
3202 West Charleston Blvd.  
Las Vegas, NV 89102

*Attorney for Plaintiff*

Executed on February 26, 2010, at Las Vegas, Nevada.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Amree Stellabotte  
(Type or print name)

/s/Amree Stellabotte  
(Signature)

## **EXHIBIT 3**

## **EXHIBIT 3**



1 RMFC  
 NELSON L. COHEN, ESQ.  
 2 Nevada State Bar No. 7657  
 PAUL A. ACKER, ESQ.  
 3 Nevada State Bar No. 3670  
 BREMER WHYTE BROWN & O'MEARA LLP  
 4 7670 WEST LAKE MEAD BOULEVARD  
 SUITE 225  
 5 LAS VEGAS, NV 89128  
 TELEPHONE: (702) 258-6665  
 6 FACSIMILE: (702) 258-6662  
 ncohen@bremerandwhyte.com  
 7 packer@bremerandwhyte.com

8 Attorneys for Defendant,  
 AMERICAN FAMILY INSURANCE GROUP

9  
 10 **DISTRICT COURT**  
 11 **CLARK COUNTY, NEVADA**

12 GIOVANNI MAMONE,,	) Case No. 09A6040054
	) Dept No.: III
13 Plaintiff,	)
	)
14 vs.	) <b>NOTICE OF REMOVAL</b>
	)
15 AMERICAN FAMILY MUTUAL	)
INSURANCE, a foreign Corporation, and DOES	)
16 I-X II-X, inclusive,,	)
	)
17 Defendants.	)

18 TO: GIOVANNI MAMONE, PLAINTIFF; and

19 TO: CHAD A. BOWERS, ESQ, Attorney for Plaintiff

20 PLEASE TAKE NOTICE that Defendant AMERICAN FAMILY MUTUAL INSURANCE  
 21 COMPANY (hereinafter sometimes called "AMERICAN FAMILY"), has filed a Notice of  
 22 Removal pursuant to 28 U.S.C. Sections 1332(a)(1), 1441(a) and 1446(a). A copy of AMERICAN  
 23 FAMILY's Notice of Removal to the United States District Court is attached hereto.

24 Dated: February 26, 2010

BREMER WHYTE BROWN & O'MEARA LLP

25 By: /s/Paul A. Acker

26 Nelson L. Cohen, Esq.  
 Nevada Bar No. 7657  
 27 Paul A. Acker, Esq.  
 Nevada Bar No. 3670  
 Attorneys for Defendant  
 28 AMERICAN FAMILY INSURANCE